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Union: **Cazenovia Central School Teachers' Association**

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Cazenovia Central School District
And Cazenovia Cs Teachers
Association

**AGREEMENT BETWEEN THE
SUPERINTENDENT OF SCHOOLS
OF THE
CAZENOVIA CENTRAL SCHOOL DISTRICT
AND
THE CAZENOVIA CENTRAL SCHOOL TEACHERS' ASSOCIATION**

JULY 1, 2002 - JUNE 30, 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

190 ~~SD~~ Unit Members

TABLE OF CONTENTS

PREAMBLE		1
ARTICLE I	RECOGNITION	2
ARTICLE II	PRINCIPLES	3,4
ARTICLE III	AREAS FOR DISCUSSION AND AGREEMENT	5
ARTICLE IV	IMPLEMENTATION AND AMENDMENT	6
ARTICLE V	DURATION OF AGREEMENT	7
ARTICLE VI	LEAVES OF ABSENCE	8-10
ARTICLE VII	NON-TEACHING DUTIES	11
ARTICLE VIII	SALARIES/PAYROLL	12,13
APPENDIX A	PAID EXTRA DUTY ASSIGNMENTS	14-16
APPENDIX B	SALARY SCHEDULE	17,18
APPENDIX B.1	TEACHING ASSISTANTS	19,20
APPENDIX B.2	REGISTERED NURSES	21-23
APPENDIX C	COACHING SALARY SCHEDULE	24,25
APPENDIX D	SICK LEAVE CONVERSION	26
APPENDIX E	EARLY RETIREMENT INCENTIVE	27
APPENDIX F	FLEXIBLE SPENDING PLAN	28
ARTICLE IX	SCHOOL CALENDAR	29
ARTICLE X	ACADEMIC FREEDOM	30
ARTICLE XI	PROCEDURE FOR EVALUATION	31,32
ARTICLE XII	PEER ASSISTANCE	33
ARTICLE XIII	ASSOCIATION CONFERENCES	34
ARTICLE XIV	TRANSFERS	35,36
ARTICLE XV	TEACHING CONDITIONS	37,38
ARTICLE XVI	WORK LOAD/WORK DAY	39-41
ARTICLE XVII	VACANCY POSTINGS	42
ARTICLE XVIII	ASSAULT	43

ARTICLE XIX	TERMINATION OF EMPLOYMENT	44
ARTICLE XX	TEACHER RECRUITMENT	45
ARTICLE XXI	USE OF BUILDING FACILITIES	46
ARTICLE XXII	INSURANCE AND BENEFITS	47-49
ARTICLE XXIII	PERSONAL INJURY	50
ARTICLE XXIV	EDUCATIONAL ADVISORY COUNCIL	51
ARTICLE XXV	INSERVICE/PROFESSIONAL IMPROVEMENT/GRANTS	52-55
ARTICLE XXVI	GRIEVANCE PROCEDURE	56-59
ARTICLE XXVII	PART-TIME TEACHERS	60,61
ARTICLE XXVII	LONG TERM SUBSTITUTES	62
APPENDIX G	REGULATIONS GOVERNING THE EMPLOYEE'S BLUE CROSS/ BLUE SHIELD SURGICAL/MEDICAL PROGRAM	63-68

PREAMBLE

Pursuant to Article 14 of the New York State Civil Service Law, the Board of Education of the Cazenovia Central School District hereby adopts the following agreement covering recognition of the Cazenovia Central School Teachers' Association, the methods by which negotiations shall take place with said organization, and the substantive articles concerning wages, hours and other terms and conditions of employment.

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Cazenovia Central School District the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board and its professional staff.

This Agreement is made and entered into effective the 1st day of July, 2002 by and between the Board of Education of the Cazenovia Central School (hereinafter referred to as the "Board") and the Cazenovia Central School Teachers' Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The Cazenovia Central School District Board of Education, having determined that the Cazenovia Central School Teachers' Association (CCSTA) is supported by a majority of the teachers, teaching assistants and the registered nurses in a unit composed of all professional, certified personnel except for the Superintendent of Schools, the High School Principal, High School Associate Principal, and full-time Elementary Principals, and other supervisory positions which require state certification in administration, hereby recognizes the Cazenovia Central School Teachers' Association as the exclusive negotiating agent for the personnel in such unit. Such recognition shall be for the maximum period allowable under Section 208 of the Public Employees Fair Employment Act. Furthermore, such recognition shall be continuous thereafter unless challenged by a bonafide employee organization showing membership and support of at least thirty (30%) percent of the employees in such negotiating unit in accordance with the provisions of the Public Employees Fair Employment Act.

* The term teaching assistant is synonymous with teacher assistant.

Note: Articles and/or sections indicated by a double asterisk (**) are not applicable to teaching assistants and registered nurses.

ARTICLE II

PRINCIPLES

A. PROFESSIONAL TEACHING PERSONNEL

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in Cazenovia Central School depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

B. RIGHT TO JOIN OR NOT TO JOIN

It is further recognized that teachers have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

C. RIGHTS OF MINORITIES AND INDIVIDUALS

The legal rights inherent in the State School Code and in the rulings and regulations of the Commissioner of Education affecting certificated personnel are in no way abridged by this agreement.

D. RIGHT OF DUES DEDUCTION

1. The Board of Education of the Cazenovia Central School District agrees to deduct from the salaries of its employees dues for the Cazenovia Central School Teachers' Association, as said teachers individually and voluntarily authorize the Board to deduct, and transmit the monies promptly to the Association. The District shall also deduct from the salary of each bargaining unit member who is not a member of the Association a service fee as a contribution toward the administration of this agreement and representation of such employee. The service charge shall be payable to the Association at the time dues are forwarded. Dues deduction authorization shall be in writing on a form as agreed to by the District and the CCSTA.
2. The Cazenovia Central School Teachers' Association shall certify to the School Business Official in writing the current amount of its membership dues/fees. The Association shall give the District thirty (30) days notice of any change.
3. Deductions referred to in Paragraph 1 shall be made in the following manner: The total annual membership dues/fees for the Cazenovia Central School Teachers' Association, certified as mentioned above, shall be deducted in twenty-one (21) equal installments beginning with the first pay period in September. No later than two (2) weeks prior to the first scheduled pay in September, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues/fees for the Association named in Section D1 above.
4. Additional authorizations submitted to the business office at least thirty (30) days prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction period.

5. All dues/fees deducted shall be transmitted promptly to the duly elected Treasurer of the Association.
6. An employee may withdraw his authorization at any time by written notice received by the office of the School Business Official at least thirty (30) days prior to the effective pay period. Such notice will be transmitted to the Association Treasurer.

ARTICLE III

AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an Agreement between the Board and the Association regarding matters related to terms and conditions of employment, as provided for in the Public Employees Fair Employment Act. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Cazenovia Central Public School System. The Board recognizes that it must operate in accordance with all statutory provisions of the state, including said Public Employees Fair Employment Act, and such other rules and regulations as are promulgated by the Commissioner of Education, Public Employees Fair Employment Act, and the State Public Employment Relations Board in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

ARTICLE IV

IMPLEMENTATION AND AMENDMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement or contract between the Board and an individual teacher, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangements, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.

- E. Copies of this Agreement and any subsequent Amendments shall be printed at the expense of the Board and given to all teachers. Distribution by a representative of the Board shall occur within three (3) weeks after ratification or at the time of teachers' employment if it occurs later.

ARTICLE V

DURATION OF AGREEMENT

This agreement shall be effective July 1, 2002, and expire June 30, 2004

CAZENOVIA CENTRAL SCHOOL DISTRICT

BY _____ (L.S.)
Superintendent of Schools

CAZENOVIA CENTRAL SCHOOL TEACHERS' ASSOCIATION

BY _____ (L.S.)
President

Dated this _____ day of _____ 2002

ARTICLE VI

LEAVES OF ABSENCE

The duration of the following leaves of absence may be extended at the discretion of the Board of Education. The number of days used for any specific leave will not be charged against any other allowable leave quotas.

A. PERSONAL AND FAMILY

Unit employees shall be allowed a total of twenty (20) days of leave per school year, nine (9) days of which shall be reserved for personal illness, without financial loss for the following purposes:

1. Personal illness. A doctor's certificate may be required for sickness over a three(3) day duration. If it is to be required, the unit employee will be notified before his/her return to duty.
2. Sickness or death in the immediate family. (Immediate family is defined as son or daughter, husband or wife, mother, father, sister, brother, or person occupying the position of parent, in-law, uncle, aunt, cousin, niece, nephew, or grandparents).
3. A maximum of four (4) days annually are allocated for personal leave. Personal leave shall be defined as those days which are not listed under any other policies regarding absence from teaching duties. These days shall be granted when requested in writing two (2) days in advance without requiring said unit employee to submit the reason for such personal leave. In emergencies, the two (2) day advance notice may be waived. Although a unit employee is not required to submit a reason for personal leave, no such leave will be used for pleasure or gainful employment nor to extend vacations, including individual holidays.

4. Extended Family Illness

In the event a unit employee is in need of family illness days in addition to the current allocation of seven (7) days (eleven (11) days if a unit employee chooses to utilize annual personal days), thirty-five (35%) percent of accumulated days may be utilized. Each new school year, up to thirty-five (35%) percent of accumulated sick leave days may be utilized, regardless of such days utilized in any previous year.

Extended family illness leave is available only for illness of husband, wife, child, parent or person occupying the position of parent.

Extended family illness leave must be requested in writing and a doctor's verification may be requested.

5. The twenty (20) days shall be credited to each unit employee at the start of the school year in September. Eleven (11) month employees shall receive twenty-two (22) days. Twelve (12) month employees shall receive twenty-four (24). Unused days each year are accumulative to two hundred twenty (220) sick leave days. In the event a unit employee does not complete the full school year, the twenty (20) days shall be pro-rated and credited on the basis of two (2) days for each month actually worked. Days allowed for eleven (11) and twelve (12) month employees will be pro-rated in the same manner.

B. LEAVE ALLOWABLE FOR QUARANTINE

There shall be no loss of pay for absence of a unit employee for reasons of quarantine not due to the unit employee's personal illness. The number of days allowed for quarantined absence shall be the extent of said quarantines.

C. PARENTAL LEAVE

1. A unit employee shall be entitled to a parental leave of absence without pay for a period not to exceed two (2) years.
2. A unit employee returning following the medical disability of pregnancy shall be required to provide a statement from her attending physician indicating she is capable of performing her professional responsibilities.
3. For unit employees on parental leave who are eligible to return to their assignment September 1, it is such unit employee's responsibility to advise the School District of their intention to return to their assignment by March 15. It is the Superintendent of School's responsibility during the month of January preceding this period to advise them of this contract provision.
4. Upon termination of leave, a unit employee who returns to work during the same school year that the leave commenced or at the beginning of the next school year, may resume the position that he/she left prior to taking the leave. Those who return from leaves of a longer duration shall be returned to a position within his/her area of certification/license. There shall be no loss of previously accrued benefits as a result of the leave, and the employee shall have all such benefits restored upon his/her return.
5. Parental leave may be granted in the case of adoption of a child. Thirty (30) days notice for commencement of said leave shall be given whenever possible.

D. JURY DUTY

Unit employees, as such, are not exempt from jury duty. If a unit employee serves on jury duty, he will not suffer loss of pay. The Board will pay him or her the difference between jury duty compensation, excluding reimbursement for travel, and his or her regular unit employee's pay.

E. LEAVE ALLOWABLE FOR COURT ATTENDANCE

An employee shall be excused from work, without loss of pay, when the employee's presence is needed in court in the event of a compensation case, a matter before the PERB or when subpoenaed as a witness in a litigation (but not if the employee has initiated litigation against the District) and for other matters related to the employee's duties for the District.

F. LEAVE OF ABSENCE

Requests by unit employees for leaves of absence without pay shall be given due consideration by the Board. If deemed a bona fide and reasonable request, it shall be acted upon according to the merits of the particular case.

G. MILITARY LEAVES

If a unit employee has been notified that he/she is required to be absent in order to take examinations or to appear at hearings connected with possible Selective Service induction, he/she may do so with no loss of pay or leave days. A copy of the notification must be filed with the Board.

If a unit employee is inducted into military service while teaching in this District, the following conditions will apply upon his return to the District:

1. They will be entitled to the same salary and to all rights and privileges with reference to leaves and tenure to which they would have been entitled had they been in continuous employment.
2. If a unit employee enters military service while serving on a probationary appointment, they will not be eligible upon their return to duty for tenure until they have served the total years/months remaining on their probationary period.
3. If the position occupied by a unit employee is abolished prior to the termination of their military duty, they shall be appointed to the first vacancy in this District for which they hold certification.

H. LEAVE FOR RELIGIOUS OBSERVANCE

Unit employees will be allowed up to three (3) days leave per school year for religious observations without loss of pay. Such days must appear on the Commissioner of Education's calendar as possible days of religious observance.

I. IMPACT OF FAMILY AND MEDICAL LEAVE ACT (F.M.L.A.)

1. The District will not designate any F.M.L.A. leave until the employee notifies the Business Office that s/he is out, or expecting to be out, on a qualifying absence. When it is notified, the District Office will then look back to the immediately preceding July 1 (see "YEAR" below) and count all absences of four (4) consecutive days or longer (paid or unpaid sick leave, or other qualifying absences such as child-rearing leave) attains the total of twelve (12) weeks (60 workdays) available for that year. All such absences will then count as part of the 60-day total.
2. Sick leave shall run concurrently with F.M.L.A. for qualifying absences beginning with the fourth (4th) consecutive day of absence in any year (see "YEAR" below).
3. Family leave for parents, spouses and children shall run concurrently with F.M.L.A. Family leave for other relatives listed in the collective bargaining agreement but not covered in the ACT, shall not be required to be used concurrently with F.M.L.A., but can be used at the employee's option.
4. Personal leave and paid vacation leave, if any, shall not be required to be used concurrently with a F.M.L.A. absence but can be used as part of the F.M.L.A. absence at the employee's option.
5. F.M.L.A. "YEAR" shall be the fiscal year, July 1 to June 30.

ARTICLE VII

****NON-TEACHING DUTIES**

- A. The Board shall budget funds for the hiring of teachers and/or qualified personnel for the supervision of students during the lunch periods. Such duties shall include supervision of students in a cafeteria, hall, unassigned study halls, playground and/or gym. Whenever possible, experienced teachers who wish to accept these supervising duties will be used. However, it will be the prerogative of the administration to assign any experienced teacher when in the best interest of good supervision. Such assignment will be included as part of the teacher's normal assignment. A normal assignment shall be defined as one which is consistent with the predominant teaching assignments of those teachers in the same department or in similar teaching situations.
1. Lunch period for teachers in grades 5 through 12 shall be equivalent to one (1) scheduled lunch period.
 2. All teachers K-4 will be entitled to at least thirty (30) minutes duty free lunch period each day.
- B. All teachers will be paid at the rate of \$19.80 (2002/03), \$20.59 (2003/04) per hour by the District for non-instructional extra duty assignments including buses, and dances, ticket taking, and supervision of school events at home or away. Such supervisory duties will be assigned and defined by the administrative officer responsible. This will not apply to a paid sponsor of an extracurricular activity. Teacher volunteers will be hired insofar as possible.
- C. Middle and High School teachers shall be assigned to after school detention duty on a rotating basis. Once each school year, the teacher so assigned shall perform this duty without additional remuneration. Additional sessions during the year shall be compensated at \$19.80 (2002/03), \$20.59 (2003/04) per session.
- D. For 2002/03 teachers who voluntarily perform lunch duty supervision as stated in A. above shall receive \$16.19 per lunch duty. On days which a teacher is absent from duty for other than sickness or approved leave time, a deduction of \$16.19 per day will be made. For teachers who complete the entire school year, an additional stipend of \$467.00 will be paid.

The rate for 2003/04 shall be \$16.84 per lunch duty. The additional stipend shall be \$486. for 2003/04.

ARTICLE VIII

SALARIES/PAYROLL

The salaries of all persons covered by this Agreement are set forth in Appendices A, B, B.1, B.2, C and D which are attached hereto and made a part hereof.

A. **Courses which will be acceptable toward salary increments are to be as follows:

1. Courses which are required for certification or completion of a graduate degree in the teacher's field.
2. Graduate level courses which tend to enrich the teacher's educational background and which are approved by the Superintendent of Schools.
3. Inservice courses as described under the professional improvement Article XXV.
4. Beginning on July 1, 1993, the following types of courses shall not be eligible for salary schedule credit or tuition reimbursement unless authorized by the Superintendent of Schools as being substantially equivalent in academic rigor as traditional classroom based graduate courses:

Correspondence
Video
Weekend

5. Salary adjustments for the completion of graduate course shall be made twice during the school year. Adjustments shall be completed prior to September 30 for courses completed before September 1st and by February 28 for courses completed by February 1st.

B. The individual teacher may choose between either of two (2) methods of payment between September 1 and June 30.

1. Twenty-one (21) equal pay periods.
2. Annual salary will be divided into twenty-six (26) units. Twenty (20) units will be paid from September 1 through the first period in June. Balance of salary will be paid on the final pay day in June.

Teachers must authorize in writing one (1) of the above named methods of pay for the ensuing year upon return of their signed salary notices.

C. All teachers shall be paid no less than the full salary rate of the service year which they qualify.

D. **Teachers employed by the District at any times other than those specified as regular working days on the accepted school calendar shall be remunerated at the rate of two and one half (2½%) percent of their pay according to education and experience for each week in which thirty-five (35) hours instructional service are rendered. Part-time service will be remunerated at the rate of two and one half (2½%) percent for thirty-five (35) hours. Other summer work shall be remunerated at \$24.76 per hour for 2002/03 and \$25.75 per hour for 2003/04. This shall not apply to general staff convocations or assignments between the dates of September 1 and June 30.

- E. The District shall, upon receipt of a properly signed Payroll Deduction Authorization Form, deduct the amount so specified by the employee for deductions to:

- a. Tax Sheltered Annuities (403-b accounts)
- b. Madison County School Employees Federal Credit Union
- c. VOTE/COPE
- d. Cazenovia , Fenner, Nelson United Community Chest

For the above listed items a and b, the District must receive the prescribed forms at least 10 school days prior to the payroll period for which the change is to be effective. For items c and d, the amounts to be deducted shall be established annually and the amounts shall be deducted as per the instructions in the authorization form completed and signed by the employee. The authorization form will be created and approved by the CCSTA President and Superintendent of Schools.

- F. Direct Deposit will be offered if available from the District's official depository. Should the District incur expense for this service, the District reserves the right to discontinue the service after consultation with the CCSTA to explore alternative funding methods.
- G. **A teacher who does not perform all of the services required of teachers during a month shall be reimbursed as follows: If the teacher provides services for half or less of the working days in the month, (s)he shall be reimbursed at the rate of one two-hundredths of his/her annual salary for each day (s)he works. Similarly, if a teacher works more than half of the required working days in a given month, but is absent without authority for the remainder of such working days, a deduction of one two-hundredths of his/her annual salary shall be made for each of the days of unauthorized absence.
- H. ** Teachers performing home teaching when approved by the Superintendent of Schools and the Board of Education, will be compensated at the rate of \$24.76 per hour for 2002/03 and \$25.75 for 2003/04 plus mileage expenses.
- I. ** Any teacher who agrees to teach an extra class beyond his/her normal teaching load shall be remunerated at three (3%) percent of his/her base salary for each extra daily class.

APPENDIX A

PAID EXTRA DUTY ASSIGNMENTS

I. **DEPARTMENT LEADERS

A. Appointments will be made on an annual basis as determined by the Superintendent of Schools.

B. Remuneration shall be on the following schedule:

2002-03

\$4208.00 (\$2,735.00 to be paid for services during the school year - \$1,473.00 for five (5) days between the last day of the school year and the first day of the following school year).

2003-04

\$4376.00 (\$2,844.00 to be paid for services during the school year - \$1,532.00 for five (5) days between the last day of the school year and the first day of the following school year.)

II. OTHER EXTRA DUTY ASSIGNMENTS

(It is understood that the inclusion of these positions in the contract is not a guarantee that these positions will be filled.)

<u>Activity</u>	<u>2002/03</u>	<u>2003/04</u>
Project Lead the Way Coordinator	3238	3368
American Field Service	782	813
Audio Visual Technology	2398	2494
Green Street School Language Club	782	813
Library Club	782	813
Future Farmers	1951	2029
Math Club	782	813
Newspaper - "The Laker Review"	1163	1210
Student Council Sponsor (2 each)	1362	1416
Yearbook Advisor (2 each)	2139	2225
Advisor to Environmental Study Team (2 each)	646	672
Spring Musical Orchestra Director	839	873
Drama Club Advisor, Musical Producer, Tech. Dir.	1549	1611
Drama Club Advisor, Musical Producer, Vocal and Drama Director	1549	1611

Drama Club Advisor, Musical Producer, Choreographer	1549	1611
High School Language Club	782	813
National Honor Society (2 each)	370	385
Green Street School Chorus	782	813
Marching Band	1174	1221
Class Sponsors - Grade 9 (2 each)	1037	1078
Class Sponsors - Grade 10 (2 each)	1037	1078
Class Sponsors - Grade 11 (2 each)	1297	1349
Class Sponsors - Grade 12 (2 each)	1506	1566
Sign Language	764	795 8/3 +
Burton Street-Green Street Yearbook	764	795
Academic Study Hall (per semester)	1576	1639
SADD	1361	1415
Chess Club	782	813
EST - Green Street School	1291	1343
Mock Trial	782	813
Etiquette Club	782	813
Academic Decathlon (2 each)	782	813
Grade 7 Advisor	1361	1415 - There isn't one
Grade 8 Advisor (2 each)	681	708
Junior High Future Farmers	782	813
Shakespeare Club	782	813
Middle School Drama Director (3 each)	782	813
Computer Club	782	813
Stained Glass Club	782	813
Lego Robotics Club	782	813

- III. The District recognizes that department leader positions and other extra duty assignments are bargaining unit jobs appointed on a year to year basis. Such positions will only be posted pursuant to Article XVII if the incumbent in such position vacates the position or the Superintendent elects not to re-appoint the incumbent. Interested bargaining unit employees will be appointed to such paid extra duty assignments before such positions will be made available to those outside the unit.

APPENDIX B

TEACHER SALARY SCHEDULE

Bachelor's Column

<u>Step</u>	<u>2002-03</u>	<u>2003-04</u>
1	33,497	34,502
2	33,924	35,044
3	34,305	35,487
4	34,690	35,881
5	35,136	36,279
6	35,581	36,740
7	36,027	37,202
8	36,473	37,663
9	36,918	38,124
10	37,375	38,585
11	37,832	39,058
12	38,367	39,531
13	38,901	40,084
14	39,625	40,638
15	40,450	41,387
16	41,441	42,241
17	42,489	43,267
18	43,536	44,351
19	44,583	45,435
20	45,641	46,519
21	46,711	47,614
22	47,781	48,721
23	48,850	49,828
24	49,931	50,935
25	51,034	52,053

2002/03 - Each block of six (6) hours will be paid at a rate of \$616.00 for each block to a maximum of 102 hours.

2003/04 - Each block of six (6) hours will be paid at a rate of \$638.00 for each block to a maximum of 102 hours.

Off-Step - Those teachers who are off-step shall receive the following:

2002/03 - 3.5% + \$265

2003/04 - 3.5% + \$375

Advanced Degree After 102 Hours

2002/03 - \$616.00

2003/04 - \$638.00

Degrees -For each degree; Masters, CAS, and EdD, a teacher will receive an additional stipend equivalent to a block of six hours in addition to those hours required for the degree or already approved. Payment for multiples of the same degree shall be made only for those multiples received after July 1, 1990. No teacher shall be reduced in column by the format change.

EIT -

The distribution (amounts, method of payments, etc.) of EIT funds shall be mutually determined by the District's representatives and the CCSTA negotiations team. All such payments shall be derived from state EIT funds received by the District.

APPENDIX B.1

TEACHING ASSISTANTS SALARY AND RELATED MATTERS

Newly employed Teaching Assistants shall receive the starting salaries as listed below:

<u>2002-03</u>	<u>2003/04</u>
\$16,500	\$17,343

Full time Teaching Assistants continuing in employment at Cazenovia Central School shall receive salary increases of 3.5% + \$265 for 2002-03 and 3.5% + \$265 for 2003-04.

ADDITIONAL STIPENDS

Longevity - A longevity stipend will be added to the base salary of a teaching assistant in accordance with the following schedule:

2002-03

After completion of 5 years of service	\$500.
After completion of 10 years of service	\$500. + \$500. = \$1,000.
After completion of 15 years of service	\$500. + \$500. + \$550. = \$1,550.
After completion of 20 years of service	\$500. + \$500. + \$550. + \$600. = \$2,150.

2003-04

After completion of 5 years of service	\$550.
After completion of 10 years of service	\$550. + \$550. = \$1,100.
After completion of 15 years of service	\$550. + \$550. + \$600. = \$1,700.
After completion of 20 years of service	\$550. + \$550. + \$600. + \$650. = \$2,350.

Education - Teaching assistants who have earned Associate Degrees shall receive an additional stipend as follows:

<u>2002/03</u>	<u>2003/04</u>
\$ 300.	\$ 350.

Teaching assistants who have earned Bachelor Degrees will receive an additional stipend as follows:

<u>2002/03</u>	<u>2003/04</u>
\$ 600.	\$ 700.

Continuing License Teaching Assistants who have earned a Continuing License shall receive a \$50 stipend for the 2002-03 school year. In year 2003-04 this stipend shall become \$100. Those Teaching Assistants who receive their Continuing License during the year shall have their stipend pro-rated on a monthly basis, based upon the date of the certificate.

Work Year/Work Day - The Work Year for teaching assistants will be the same as for teachers. Full-time Teaching Assistant workday shall be 6.75 hours exclusive of a duty free lunch period. (30 minutes at Burton Street, 1 class length at Middle School and High School). During the half hour added beginning with the 1993/94 school year, teaching assistants may be assigned student supervisory duties or attend meetings or conferences.

The additional fifteen minutes added to the work day in 1997-98 shall be self directed and scheduled by the teaching assistant within the parameters of his/her job. No additional assignments or duties may be given during that 15 minutes of time except from the specific teacher with whom the teaching assistant regularly works in the event that teacher needs the services of the teaching assistant.

Exact workday times shall be established at the beginning of each school year and may vary by building. The regular workday for teaching assistants shall not begin before 7:30 a.m. nor extend beyond 3:45 p.m.

Any Teaching Assistant hired during or before 1992 and who was employed during the 1992/93 school year shall not be involuntarily assigned a non-continuous workday nor a workday past 3:25 p.m.

Any Teaching Assistant who works less than thirty-three and three-quarter (33.75) hours per week will have his/her salary pro-rated accordingly. Any Teaching Assistant who works sixteen and one-quarter (16.25) hours or less will be paid on an hourly basis.

**Per Diem Substitute
Work -**

Any teaching assistant who agrees to serve as a substitute teacher will be paid in accordance with the District schedule for substitutes and will forfeit their regular teaching assistant rate during such an assignment.

Certification Fees -

Payment of state certification fees required for the job will be the responsibility of each individual teaching assistant.

**Teaching Assistant
Assignment -**

By May 31 of each year, teaching assistants shall be given written notification of their assignments for the following year specifying the general areas of assignment, the teacher with whom the assistant is scheduled to work as well as the number of hours of employment. If changes are made, the teaching assistant will be so notified before the opening of school in September. No teaching assistant shall be involuntarily reduced in assigned hours before a less senior teaching assistant. Consecutive District employment as a monitor or teacher aide by a teaching assistant shall be utilized to break ties in seniority.

APPENDIX B.2

REGISTERED NURSES SALARY AND RELATED MATTERS

Newly hired Nurses will start at the prescribed salaries as listed:

<u>2002-03</u>	<u>2003-04</u>
\$22,000	\$23,035

Nurses hired before 2002-03 and continuing in employment shall receive the following salary increases:

<u>2002-03</u>	<u>2003-04</u>
3.5% + \$265	3.5% + \$265.

ADDITIONAL STIPENDS

Longevity - A longevity stipend will be added to the base salary of a registered nurse in accordance with the following schedule:

2002-03

After completion of 5 years of service	\$500.
After completion of 10 years of service	\$500. + \$500. = \$1,000.
After completion of 15 years of service	\$500. + \$500. + \$550. = \$1,550.
After completion of 20 years of service	\$500. + \$500. + \$550. + \$600. = \$2,150.

2003-04

After completion of 5 years of service	\$550.
After completion of 10 years of service	\$550. + \$550. = \$1,100.
After completion of 15 years of service	\$550. + \$550. + \$600. = \$1,700.
After completion of 20 years of service	\$550. + \$550. + \$600. + \$650. = \$2,350.

Education - Registered nurses who have earned an Associates Degree directly related to their prescribed nursing duties shall receive:

<u>2002-03</u>	<u>2003-04</u>
\$300.	\$350.

Registered nurses who have earned Bachelor's Degrees will receive an additional stipend:

<u>2002/03</u>	<u>2003/04</u>
\$600.	\$700.

High School Nurse - The position of High School Nurse shall receive a differential stipend as follows:

\$1,284.00 (2002/03)-	\$1,336.00. (2003/04) .
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Student Transportation -

Those nurses who agree to transport students in the nurses' personal vehicles shall be saved harmless by the district for all costs, damages and expenses in excess of the mileage reimbursement.

Insurance -

If an individual registered nurse chooses to purchase malpractice insurance, the district shall reimburse the individual up to \$94 (2002-03) and \$97 (2003-04) of the cost of the premium.

Work Year/Work Day -

Nurses shall have a 7.5 hour work day from 7:30 a.m. to 3:00 p.m. inclusive of forty (40) minutes of duty free time to include lunch.

At the nurse's option, in September of 2002 or 2003, each nurse may choose to extend the work day by thirty (30) minutes. If he/she elects to extend the day, then that extension shall continue during each year of employment of that nurse and the following conditions shall apply:

1. The nurse's base salary shall be increased by 7.3% starting with the year of extended day (due to the extra half hour per day), in addition to any negotiated increases. These increases shall be also applied to longevity increases or increases based upon earning a bachelor's degree. The 7.3% increase shall not apply to the Department Leader/Head Nurse stipend nor the High School Nurse Stipend.
2. If the nurse has a need to leave work after the end of the school day but before the end of the work day, the nurse may do so without being charged for leave time, but that time shall be made up over the next four weeks.

The following form shall be completed and given to the principal at least one day in advance or on the same day if an emergency occurs.

Nurse's Name _____ Date: _____

Leaving School at _____

Comp. Time of _____ Minutes to be made up over next four weeks.

Receipt acknowledged by: _____ Date: _____
Principal

To be completed later

Date(s) Comp. Time made up _____ for _____

Date Left Early

Signature of Nurse: _____

APPENDIX C

COACHING SALARY SCHEDULE

Coaches' salaries shall be calculated according to the percentages listed below, based upon \$33,822 for 2002-03 and \$35,175 for 2003-04:

Class A	9%
Class B	7%
Class C	6%
Class D	5%

2. Coaching salary schedule for 2002/03 shall be paid upon the same scale as 2003/04.

2002/03 Classification	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A	3,044	3,288	3,551	3,835	4,142	4,473
B	2,368	2,557	2,762	2,983	3,222	3,480
C	2,029	2,191	2,366	2,555	2,759	2,980
D	1,691	1,826	1,972	2,130	2,300	2,484

2003/04 Classification	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A	3,166	3,419	3,693	3,988	4,307	4,652
B	2,463	2,660	2,873	3,103	3,351	3,619
C	2,111	2,280	2,462	2,659	2,872	3,102
D	1,759	1,900	2,052	2,216	2,393	2,584

3. Cheerleading advisors will be compensated on a seasonal basis per the following schedule:

	<u>2002/03</u>	<u>2003/04</u>
<u>Football</u>		
Varsity	984.	1023.
JV	984.	1023.
Freshmen	786.	817.
Jr. High	786.	817.
<u>Basketball</u>		
Varsity	1379.	1434.
JV	1379.	1434.
Freshmen	1182.	1229.
Jr. High	1182.	1229.

4. Intramural hourly rate*:

2002/03 - \$22.20 2003/04 - \$23.09

* If by July 1st of any school year an intramural coach has completed one hundred (100) hours of supervising intramurals, the hourly rate for that year shall be increased by ten (10) percent.

Interscholastic Coach Salary Classification:

A

Varsity Basketball - B & G
Varsity Baseball
Varsity Football
Varsity Softball
Varsity Wrestling
Varsity Hockey
Varsity Soccer - B & G
Varsity Field Hockey
Varsity Volleyball
Varsity Lacrosse - B & G

B

Varsity Track - B & G
Asst. Varsity Football
JV Football
J. V. Wrestling
J. V. Basketball - B & G
J. V. Soccer - B & G
J. V. Volleyball
J. V. Softball
J. V. Field Hockey
J. V. Baseball
Varsity Swimming
JV Lacrosse - B & G/
Asst. Varsity Lacrosse - B & G
Asst. Ice Hockey
Varsity Winter Track - B & G

C

Varsity X-C - B & G
Varsity Golf - B & G
Varsity Tennis - B & G
Fr. Basketball
Jr. H. Football
Asst. J. V. Football
Asst. Track - B & G
Jr. High Lacrosse (Mod A)
Fr. Baseball (Mod A)
Fr. Softball (Mod A)

D

Asst. X-C - B & G
Asst. Golf
Asst. Jr. H. Football
Jr. H. Wrestling
Jr. H. Baseball (Mod B)
Jr. H. Track - B & G
Jr. H. Soccer - B & G
Jr. High Tennis - B & G
Jr. High Basketball - B & G
Jr. High Softball (Mod B)
Jr. High Lacrosse (Mod B)
Jr. High Volleyball 7th
Jr. High Volleyball 8th

1. Coaches transferring into the Cazenovia School District, or any coach presently in the District who transfers from one sport to a different sport will receive at least one half (½) year credit for each full year of previous coaching experience.
2. Any coach who moves from one level to a higher level in the same sport will receive at least one half (½) year credit for each full year of coaching experience in that sport.
3. No coach will receive less salary than the previous year.
4. The District recognizes that coaching positions are bargaining unit jobs appointed on a year to year basis. Such positions will only be posted pursuant to Article XVII if the incumbent coach vacates the position or the Superintendent elects not to re-appoint the incumbent. Interested and qualified bargaining unit employees will be appointed to such positions before such positions will be made available to those outside the unit.

APPENDIX D

SICK LEAVE CONVERSION

Unit members who resign or retire from the district shall be eligible to convert 75% of their accumulated sick leave days to a stipend according to the following schedule:

<u>Completed years of District Service</u>	<u>2002/03 Value of Days</u>	<u>2003/04 Value of Days</u>
0 - 14	-0-	-0-
15 - 19	\$16.86	\$17.53
20 - 24	\$21.68	\$22.55
25 - 29	\$25.29	\$26.30
30 and more	\$28.90	\$30.06

Additional Eligibility Requirement

Notification to the District via irrevocable letter of retirement or resignation must be made no less than 4 months prior to retirement or resignation. (Example: March 1st deadline for retirement/resignation at the conclusion of a school year). The notice period will be waived for disability or by the Superintendent if the employee encounters a significant unforeseen event.

APPENDIX E

****EARLY RETIREMENT INCENTIVE**

Eligibility Requirements

1. Full-time employee;
2. At least fifteen (15) years of service to Cazenovia Central School District;
3. Irrevocable letter of resignation no less than four (4) months prior to retirement; (Notice period may be waived in the event of disability or by the Superintendent if the employee encounters a significant or unforeseen event.
4. Retirement must take place at the conclusion of the school year, except in the event of disability or at a time mutually agreed upon by the Superintendent of Schools and the teacher.
5. Except as noted in #4 above.
Teachers who first become eligible to receive an undiminished retirement allowance (without reduction or penalty) under the State Retirement system between January 1 and June 30 must retire on June 30th of the school year during which the individual first became eligible to receive an undiminished retirement allowance or on June 30th of the school year following the school year during which the individual first became eligible.

Example: A teacher who first became eligible on June 24, 2003, must retire on June 30, 2003, (school year 2002-03) or June 30, 2004 (school year 2003-04).

6. Except as noted in #4 above.
Teachers who first become eligible to receive an undiminished retirement allowance (without reduction or penalty) under the State Retirement System between July 1 and December 31 must retire on June 30th of the school year during which the individual first became eligible to receive an undiminished retirement allowance or on June 30th of the school year preceding the school year during which the individual first became eligible.

Example: A teacher who first became eligible on July 3, 2003, must retire on June 30, 2003, (school year 2002/03) or June 30, 2004 (school year 2003-04).

Payment

Those who meet the above requirements shall receive a stipend from the District equal to fifty (50) percent of their final year's salary. Payment shall be made within thirty (30) days of retirement.

APPENDIX F

FLEXIBLE SPENDING PLAN

The District shall establish a payroll reduction plan for bargaining unit employees pursuant to the IRS Code Sections 125 and 129. Should the administration of this plan require the expenditure of funds in excess of the District's savings (i.e. FICA, Workers' Compensation, accrued interest on deductions, etc.) the District shall notify the Association which will arrange for the payment of the excess costs or determine that the plan shall cease. Such plan shall be made available to employees for dependent care and group insurance premiums. The Association shall participate through its representative(s) in the plan management.

ARTICLE IX

SCHOOL CALENDAR

After consultation between the Superintendent of Schools and the Executive Committee of the Association, the official school calendar for the ensuing year shall be adopted by the Board. The school calendar will be distributed to each employee by the Board as soon as possible.

The scheduled teacher/teaching assistant/nurse work year beginning with 1997-98 school year shall contain 186 work days inclusive of emergency closings.

Use of more than the planned number of emergency closing days will result in further consultation between the District and CCSTA Executive Committee in order to make necessary calendar adjustments in order to complete the New York State minimum days of attendance in order to receive full State Aid.

ARTICLE X

ACADEMIC FREEDOM

- A. Teachers should have the opportunity of working on educational problems of concern to them.
- B. Academic freedom is a teacher's right to express and advocate his or her point of view, including the right to evaluate and criticize the policies and programs of the schools within the framework of the joint code of ethics developed by the New York State School Board Association and the New York State United Teachers. Teachers shall be free to assist colleagues when their academic freedom is threatened. Any action by a teacher under this Article shall not be disruptive to the educational process of the school.

ARTICLE XI

PROCEDURE FOR EVALUATION

Teacher, teaching assistant and registered nurse evaluation will be based on the forms and criteria established by the EAC. Changes in the EAC forms and criteria will not be made without the approval of the EAC.

Evaluation criteria shall be distributed to all teachers, teaching assistants and registered nurses prior to the first evaluation.

I. Probationary Teacher and Teaching Assistant Evaluation (*Including Part-time per Article XXVII*)

- A. A certified district administrator shall formally observe all probationary teachers and teaching assistants twice each semester in an instructional situation. At least one observation per year shall be made by the building principal or assistant principal in the high school. Normally, observations shall be made for thirty (30) minutes. Observations of the work performance of a teacher or teaching assistant will be conducted openly and with full knowledge of the teacher or teaching assistant.

- B. A written observation report will be prepared and reviewed in a private conference within two (2) school days of the observation. If deficiencies have been observed by the evaluator, they will be noted in the observation report, together with action to be taken to overcome these deficiencies and assistance to be provided, when applicable. After the first observation, the previous observation report shall be reviewed along with the current report to establish the adequacy of action taken to remedy any deficiencies previously noted.

If no deficiencies have been noted in two (2) consecutive observation reports, the number of observations can be reduced to two (2) per year.

- C. All observation reports will be maintained for the duration of a teacher's or teacher assistant's probation for the purpose of establishing acceptability for appointment to tenure or continued employment.

The teacher or teaching assistant will receive a copy of each report and shall be required to return a signed copy within two days of its receipt. Such signature will indicate that the employee has seen the report. Teacher or teaching assistant comments may be appended within a reasonable time thereafter.

- D. Prior to the end of each school year of probation a certified district administrator will complete an evaluation form on each probationary teacher or teaching assistant. The form will include a written statement indicating whether or not the overall performance of the teacher or teaching assistant meets district standards. The administrator will discuss the evaluation in a private conference with the teacher or teaching assistant. Prior to finalizing the evaluation report for a teaching assistant, the administrator will discuss the teaching assistant evaluation with the teaching assistant and the teacher with whom the teaching assistant works.

II. Tenured Teacher and Teaching Assistant Evaluation

- A. The performance of each tenured teacher or teacher assistant will be reviewed annually. Tenured teachers or teaching assistants will be observed at least once annually by a certified district administrator. A written observation report must be completed within two school days with a copy to be provided to the teacher or teaching assistant. An evaluation form must be completed at the end of every three-year cycle.**
- B. By mutual agreement between the tenured teacher and the administrative supervisor, the teacher may utilize a peer or self performance observation process once every three years, but not in the year a summative performance review is due. Those teachers electing to participate in the Peer and Self Classroom Performance Observation Review Processes must participate in training offered by the District for this purpose within three years prior to utilizing the method.**

III. Registered Nurse Evaluation

- A. The performance of each Registered Nurse will be reviewed annually.**
- B. A written observation report must be completed within five (5) school days with a copy provided to the Registered Nurse. If deficiencies have been observed by the evaluator, they will be noted in the observation report, together with action to be taken to overcome these deficiencies and assistance to be provided, when applicable.**
- C. All evaluations will be maintained in the personnel file of the Registered Nurse.**

ARTICLE XII

PEER ASSISTANCE

Cazenovia Central School Teachers' Association agrees to work with the Superintendent to establish a committee of teachers and administrators of equal number who shall develop a system for peer intervention and self improvement for those teachers who are deemed needing assistance as a result of receiving an unsatisfactory summative evaluation from the administration. Teachers serving on this committee shall be appointed by CCSTA. Administrators on the committee shall be appointed by the Superintendent.

The committee shall target 1/1/98 as a date to complete its work on the structure of the Peer Assistance Program. In addition to establishing the functional framework for the program, the committee shall be later charged with developing individualized remediation plans for teachers who may be in need of same. Such plans may include the use of volunteer teachers who serve as peer mentors. Such peer mentors shall only serve in that capacity if they are recommended by the committee and acceptable to the teacher who is to be mentored. Any teacher serving on the committee or acting as a mentor must keep all information pertaining to any other teacher completely confidential. Teachers participating as mentors and/or committee members shall not be allowed to offer any opinions or information concerning the teacher except to the teacher receiving remedial assistance. No written records of any remediation within the Peer Assistance Program shall be kept.

ARTICLE XIII

ASSOCIATION CONFERENCES

- A. The Board agrees to permit teachers who are delegates to the New York State United Teachers to attend the Representative Assembly meetings without loss of pay, personal leave or other employee benefits to a maximum of eight (8) days.
- B. Two (2) additional days shall be provided for the Association President or designee to attend other Association meetings. The Association shall pay the cost of substitutes; however, there shall be no loss of leave time or other benefits.
- C. The Board shall pay for substitutes and reasonable expenses for Retirement delegates.
- D. The Association President shall have a period every day for Association business. Supervisory duty assignments for an Association President who teaches at the high school level shall not be more than two (2) days out of a four (4) day cycle.

ARTICLE XIV

TRANSFERS

SENIORITY

Except as otherwise provided in this Agreement, seniority shall be defined as the length of continuous service to this district.

- a) For the purpose of reduction in force, seniority is determined within tenure area in accordance with the State Education Law.
- b) Persons taking professional growth, or sick leave accrue seniority. Persons taking other leaves are not credited with seniority during the period of that leave.
- c) Registered nurses: For the purpose of reduction in force, the least senior registered nurse shall be excessed first. Those registered nurses excessed shall be placed on a preferential list for the position they have left for a period of three years. If not recalled within three years, the employment relationship will cease.

VOLUNTARY TRANSFER

Not later than May 1 of each year, the Superintendent of Schools or his/her designee shall cause a list of known vacancies and any newly created positions which will exist at the start of the following school year to be posted in all school buildings.

Teachers who desire a change in grade** and/or subject assignments** or transfer to another school building shall file a written statement of such desire with the Superintendent of School's office. Staff requesting transfers may, after filing a written request, have a meeting with the Superintendent of Schools to discuss the situation within one week of the receipt of the request. In all cases, incumbent staff will be given preference as openings are known.

No later than June 1 of each year, the Superintendent of Schools shall cause to be posted in all school buildings supplemental lists of vacancies, if any, that have become known since April 1 and any vacancies specified in the list posted on May 1 which have not been filled as of June 1.

A teacher declared in excess in one school shall have preference in filling a comparable position in another school.

Principles to be applied in the voluntary transfer of teachers are: From the group of teachers who apply for transfer and are eligible for the applied-for position according to qualifications, including course content requirements and certification as required by the State Department of Education, the most senior teacher will be selected.

The principle of seniority need not apply if a teacher applies for a position outside of his/her tenure area unless that teacher's own position was reduced or eliminated causing that teacher to lose employment.

If a teacher currently employed at Cazenovia Central applies for a vacancy or voluntary transfer to a position outside of his/her tenure area, he/she shall only be considered on the same basis as candidates not currently employed by the District, as seniority within the District will not apply.

The only exception shall be in a case where a teacher currently employed by the District has his or her own position reduced or eliminated causing that teacher to lose employment. In that instance, if the teacher is certified in another area where there is a vacancy, the teacher's seniority within the District will apply.

INVOLUNTARY TRANSFERS

An involuntary transfer is a transfer where the teacher involved does not request such a transfer and/or the decision to transfer the teacher to a different school within the District is made without the consent of the teacher involved.

No teacher who is involuntarily transferred shall lose his/her tenure or be deprived of any other professional advantage. An involuntary transfer will be made only after the teacher is notified by the Superintendent of Schools or his/her designee in writing of the proposed transfer. A teacher who objects to a transfer may have a hearing with the Building Principals involved and a representative of the Association. If the situation remains unresolved, it may be discussed with the Superintendent of Schools. The teacher may place a written statement of his/her objections in his/her personnel files.

Principles to be applied in the involuntary transfer of teachers are: From the group of teachers who are eligible for the position requiring an involuntary transfer according to qualifications, including course content requirements and certification as required by the State Department of Education, the least senior teacher will be involuntarily transferred.

ARTICLE XV

TEACHING CONDITIONS

****The Board and the Association agree that a teacher's primary responsibility is to teach and that his/her energies should be utilized to that end. Accordingly, they stipulate as follows:**

- A. ****Teachers will be held responsible for the necessary preparation of materials for use in their instructional assignments.**
- B. ****Lockable storage facilities for each teacher will be provided as budgetary limitations allow and following existing provisions. Every effort will be made to provide each faculty member with:**
 - A separate desk with lockable drawer space and file cabinet.
 - Closet space for coats and other personal articles.
 - Two (2) book shelves of three (3) or more shelves at least three feet long.
 - Access to a computer upon request.
- C. ****To the extent possible, a furnished room adequately ventilated in each school shall be reserved for the exclusive use of teachers during non-teaching time. This room shall contain equipment and supplies to aid in the preparation of instructional materials.**
- D. ****Secretarial help will be made available primarily to assist in typing and duplicating instructional materials for the teaching staff.**
- E. ****Every effort must be made by the Administrator to obtain substitute teachers to ensure that the effectiveness of the educational program is not impaired. The Superintendent of Schools shall conduct annually, in August and September, an active search to establish a list of the most qualified substitutes available and shall continue to supplement the list whenever possible during the school year, and subsequently, in the event of a teacher's absence, the teacher to be replaced shall be given the first opportunity to recommend a substitute.**
- F. ****A student teacher or teacher aide may serve as a substitute only for his/her cooperating teacher providing the cooperating teacher agrees. Those student teachers/teacher aides who do request to serve as substitutes for their cooperating teachers and are employed, shall receive the same compensation as other substitutes.**
- G. ****Each teacher shall be notified in writing by May 31 regarding his/her assignment for the coming year including the school to which he/she will be assigned, the pupil year classification or subjects to which he/she will be assigned, and any special or unusual classes that he/she will have. After May 31, a teacher will be notified of any change in his/her assignment as soon as possible. Any substantial change in a teacher's assignment subsequent to May 31 may be made only by mutual agreement between the teacher and his/her building principal. Elementary art, physical education and music teachers will be given an opportunity to make suggestions prior to the opening of school, in the formulation of their respective schedules for the year.**
- H. ****Certification status will be available on request from the Central District Office.**
- I. ****The salary notice will contain the column and step from the coming year. Teachers will be notified when additional hours accepted by the Board effect a change in salary. The teacher will return the salary notice within ten (10) days of the date received.**

- J. School personnel, students, parents and other citizens may from time to time have complaints related to the staff and/or the operation of the school. Such problems can be solved most expeditiously if they are first referred to the staff member(s) immediately involved and then, if necessary, through successive administrative levels to the Superintendent of Schools and subsequently to the Board. Board members shall advise complainants to follow the procedure prescribed above.

No derogatory memorandum, letter, or report of a complaint shall be placed in a teacher's file without the teacher's knowledge and without affording the teacher an opportunity to make a written statement of defense or explanation to be attached thereto. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted as agreement with the content of the material.

A teacher shall have the right to review and copy contents of his/her personnel file originating after original employment and to have a representative of the Association accompany him to such review.

- K. Three (3) half pupil days shall be scheduled for assigned parent-teacher conferences in the elementary schools. This is not intended to preclude a teacher from scheduling parent-teacher conferences outside the normal teaching day.
- L. The Superintendent of Schools shall establish one (1) Superintendent's Day at the conclusion of the first ten (10) weeks of school to be used for, but not limited to, the following:
1. Building meetings
 2. Department meetings
 3. Grade level meetings
 4. Curriculum development
 5. Course planning and preparation

A second day may be scheduled to consider curriculum development and planning.

- M. Every effort will be made to limit study halls to forty (40) students per teacher.
- N. The use of para-professionals will follow State laws and regulations and they will only be employed under the general supervision of certified teachers. Duties which require N. Y. State teacher certification shall be filled by qualified personnel having the necessary certification. This Agreement does not apply to the sub-contracted driver education.
- O. **Except in emergency, teachers will not be expected to attend more than two (2) meetings each week called by their administrators/supervisor. One meeting may exceed the contractual workday (Article XVI,C) by fifteen (15) minutes.

Any problem which may arise shall be brought to the attention of the Superintendent of Schools and/or CCSTA President, who shall confer to resolve the situation.

ARTICLE XVI

WORKLOAD/WORKDAY

- A. **Middle and Senior High School preparation periods shall be equivalent to one (1) scheduled class period.

Insofar as possible, Elementary School preparation periods shall average at least forty-five (45) minutes. Art, music, physical education, and assigned library periods shall be within the provisions of Section 3009 of the New York State Education Law.

All teachers shall be given their preparation period during the standard student classroom day.

- B. **When possible, the number of students enrolled by grade in kindergarten through six grades shall be evenly assigned at the beginning of the school year. New students to the District shall be assigned so as to maintain the even distribution of students by grade level.

Secondary school teachers will not be required to teach in more than two departments; and English, math, science and social studies will have no more than three (3) teaching preparations in any one (1) semester. A teaching preparation consists of one (1) or more classes in non-regents, regents, or an honor section in a particular grade level.

During the last week of school in June, the last three days shall be: 2 student half days and teacher checkout day. Burton Street and Green Street classes will be full days on Monday and Tuesday and half days on Wednesday and Thursday. Teacher check-out day will be considered as student report card day if necessary for full state aid. Teachers will be required to finalize all permanent records, report cards, and secure their classroom before checking out on the final day of school. This schedule shall continue as long as it is in complete compliance with the Commissioner's Regulations.

- C. **Burton Street teachers shall have a workday not to exceed seven (7) hours and ten (10) minutes. Middle School and High School teachers shall have a workday not to exceed seven (7) hours and twenty-five (25) minutes. Such a workday shall include meetings called by supervisory staff and extra help for students. Teachers will be allowed to leave early when they do not have such commitments.

- D. **Teachers of academic subjects (English, social studies, mathematics, science and foreign languages) at the Middle School and High School levels shall not normally teach more than five (5) classes daily. Science teachers may be assigned to teach the laboratory sections of their classes in lieu of a supervisory assignment. Such supervisory assignments do not include homeroom. Teachers of academic subjects may voluntarily accept a sixth (6th) class in lieu of a supervisory assignment. Those special areas and academic teachers who have six (6) classes daily shall have two (2) preparation periods per day.

Teachers of academic subjects will not be assigned involuntarily to more than five (5) classes. Any teacher who instructs five (5) or fewer classes may be assigned supervisory duties not to exceed six and one half (6 ½) periods in a given school year; ex: five (5) classes and one (1) study hall daily and a second (2nd) study hall three (3) days out of a six (6) day cycle or two (2) such assignments first semester and one (1), second semester.

- E. **Burton Street teachers shall not be required to provide more than an average of five and one half (5 ½) hours of instructional time and supervisory duty per day.

- F. Release-time on one day of the week, as designated by the District after consultation with the Association, will have the following schedule in the Green Street and High School buildings:

7:58	-	8:03	Homeroom
8:07	-	8:47	1st Period in Green Street
			High School Release-time
8:51	-	9:31	Green Street Release-time
			1st Period in High School
9:35	-	10:10	2nd Period
10:14	-	10:49	3rd Period
10:53	-	11:28	4th Period
11:32	-	12:07	5th Period
12:11	-	12:46	6th Period
12:50	-	1:25	7th Period
1:29	-	2:04	8th Period
2:08	-	2:43	9th Period

Students not attending Release-time activities will remain in homeroom. Teachers who have regular homeroom assignments will remain in their homerooms to conduct study hall. No other assignments, grade level meetings or other obligations will be instituted except by the mutual agreement of both parties. On days that school opening is delayed by one hour, the following schedule will be used for the Green St. and High School buildings:

G.	8:58	-	9:03	Homeroom
	9:07	-	9:31	1st Period
	9:35	-	10:10	2nd Period
	10:14	-	10:49	3rd Period
	10:53	-	11:28	4th Period
	11:32	-	12:07	5th Period
	12:11	-	12:46	6th Period
	12:50	-	1:25	7th Period
	1:29	-	2:04	8th Period
	2:08	-	2:43	9th Period

- H. Whenever block scheduling is used at the Middle or High School levels, teachers of academic subjects (English, Social Studies, Mathematics, Science and Foreign Languages) shall not be assigned more than five (5) teaching assignments and one and one half (1.5) supervisory assignments over a two consecutive school day period. Every effort will be made to allow teachers to opt to take a supervisory duty on days when he/she has three teaching blocks instead of having all his/her supervisory assignments on days when he/she has only two teaching blocks.

Teachers of such academic subjects may voluntarily accept a sixth teaching assignment in lieu of the one and one half (1.5) supervisory assignments and special area teachers may be assigned to six assignments, but no teacher shall be assigned to more than three instructional blocks each day. Each day shall include at least one duty free period. Each day shall also include a duty free lunch period of no less than 40 minutes in length.

Science teachers may be assigned any combination of labs and classes, not to exceed the daily load of three blocks.

No teacher shall be assigned for three consecutive blocks within the work day.

The Superintendent and High School Principal will meet with the CCSTA President and negotiating

team and finalize any letter of agreement wording which might allow for any future advisement period.

Glossary:

Assignment: A single daily instructional class or a block instructional class meeting every other day.

Block: Two forty (40) minute periods plus passing time (approx. 84 minutes).

Class: One forty (40) minute instructional period.

Period: 40 minutes in length, although may be less if advisement time slot time is later incorporated into the schedule. (Advisement Time Slot may affect time limitations of the glossary terms used above, but teacher lunch time shall not be less than 40 consecutive minutes in length).

I. Hall Duty - Safe and Secure School Environment

One quarter of the unit members in each building (with the exception of nurses and teaching assistants) will serve a ten week block of hall duty before or after school. The duty will be consolidated into ten week blocks so that each unit member included will serve a fifteen (15) minute duty for only one ten (10) week block of the school year.

A committee of CCSTA representatives and the building principal in each school will determine the process for assigning times and locations. This committee shall meet at least once per year or more often if necessary.

ARTICLE XVII

VACANCY POSTINGS

In the event that a vacancy occurs in a unit position (whether an extra pay, part-time or full-time position) a notice of same shall be transmitted to the Association President and also posted for ten (10) work days* on the office bulletin board in each school building.

Vacancies that are known to be available for the following school year shall be posted as soon as the vacancy is known so that unit employees who are interested may apply before the close of the current school year. A permanent full time vacancy that becomes available during the school year must be posted at the time it becomes available; however, the unit employee who elects to transfer to such position shall not have the transfer effected until the following school year.

Any employee having an interest in any vacancy shall notify the Superintendent of Schools in writing within ten (10) workdays of said posting.

*During the school year (September-June) "workdays" shall be those days teachers are required to report to work. During the summer "workdays" shall be those days the District Office is open for business.

Exception to Posting Requirements

et.al.

See pg. 39 of 2000 - 2002 contract.

ARTICLE XVIII

ASSAULT

- A. Each teacher will immediately report all cases of assault, whether inflicted by student or teacher, to the Building Principal and/or Chief School Administrator. This report shall be reduced to writing which will be forwarded to the Board of Education through proper channels.
- B. The Board of Education will comply with any reasonable request from the affected teacher involved, for information in its possession relating to the incident or the participants, and will act in appropriate ways as liaison between the teacher, law enforcement officials and the courts.
- C. If civil or criminal proceedings are brought against a teacher alleging that he/she committed an assault within the scope of his employment, the Board of Education will furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance, and will provide such other assistance as may be required by Section 3023 of the Education Law.

ARTICLE XIX

TERMINATION OF EMPLOYMENT

Fewer messages are as difficult to receive or give as a notification of termination of employment. Therefore, procedures for such notification should be characterized by a spirit of consideration and charity consistent with the needs of the individual and the requirements of the employer.

A. Termination When a Position is Abolished

As soon as it becomes evident that a position may be abolished or when such action is seriously considered, the employee shall be notified that his position may be abolished. By June 1, the teacher will be informed in writing that the position will be abolished.

In the event a position is abolished, the employee involved who has the necessary certification for another position in the system must be offered that position by the Board. If no vacancy exists, the Superintendent of Schools will assist the employee in obtaining a new position in another district.

B. Termination for Other Reasons

When termination of employment is under consideration, the Building Principal shall so inform the teacher in a private conference at the end of the school day. This shall be done no later than March 15 and after no fewer than three (3) evaluations.

When employment is to be terminated during the probationary period of a teacher, the procedures outlined in Education Law 3031 shall be followed. Notification of termination shall be made prior to May 15th. (Not applicable to registered nurses.)

C. Employment shall not be terminated for arbitrary or capricious reasons.

D. Dismissal - Tenured Teachers (Not applicable to registered nurses.)

A teacher on a tenure appointment shall not be dismissed unless for neglect of duty, incapacity to teach, immoral conduct, or other reason which the Commissioner of Education has held to be sufficient cause for dismissal.

A teacher brought up on charges under Education Law 3020 and 3020a, for which the Board of Education is seeking dismissal, shall have the option of using the grievance procedure in place of the procedures in the Education Laws 3020 and 3020a. A teacher brought up on charges that the Board of Education is seeking dismissal for shall have ten (10) days from the receipt of the official notice of charges to choose to use the grievance procedure. Failure to properly notify the District shall constitute a waiver of his/her rights under this section.

A teacher choosing the arbitration procedure will waive the first three (3) steps of the grievance procedure and will file directly at Stage four (4) (Arbitration). The teacher choosing the arbitration procedure shall be suspended with pay pending the decision of the arbitrator. Pay shall be for the number of school days within the one hundred twenty (120) days following the date of notice of choice of option. The one hundred twenty (120) days shall not include days during the months of July and August.

ARTICLE XX

**TEACHER RECRUITMENT

The Board of Education and the Teachers' Association agree that the best incentive for teachers to come and remain at Cazenovia must always be a forward looking school system, sound working conditions, and a good basic salary schedule with incentive for the career teacher.

- A. It is agreed that every effort will be made to hire certified personnel for each professional opening.
- B. New personnel should be given at the time of their hiring, a list of their proposed grade, subject, and building assignments. If major changes are necessitated, before the beginning of their actual employment, they should be notified promptly.
- C. All newly employed teachers shall be placed on the proper step of the salary schedule according to their experience and education. Full credit may be given for previous teaching experience in a duly credited school, any military or related business experience, for participation in VISTA, the PEACE CORPS, or for such other criteria as the Board may deem appropriate, not to exceed two (2) years for purposes of credit on the salary schedule. Newly hired teachers shall be credited with at least their first ten (10) years of teaching experience.
- D. Teachers who have resigned from the school system may, upon returning to the system, receive full credit on the salary schedule for their educational background and any previous experiences as listed in C above. Teachers who are not entitled to such credit may, upon returning to the system, be restored to the next position on the salary schedule above that at which they left. Previously accumulated, unused leave days and credit toward sabbatical leave may be restored to the returning teacher.
- E. A person employed to substitute for a period of more than twenty (20) consecutive school days, shall, commencing with the twenty-first (21st) day of consecutive school day substitute employment, be placed on the proper step of the salary schedule with payment based on one two hundredth (1/200th) of that salary for each day of consecutive service after the twentieth (20th) day of consecutive service.

ARTICLE XXI

USE OF BUILDING FACILITIES

- A. The Teachers' Association will have the right to use the school building without cost at reasonable times for meetings, provided however, that the Association does not interfere with pre-scheduled activities. The principal of the building will be notified in advance of the time and place of all such meetings. If an activity requires additional paid services, the Association agrees to pay for these services at established rates. The President of the Association will have access to the Green Street Building Complex.
- B. A bulletin board will be provided in each building, in the teachers' room, for Association use. The Association agrees that it will not post any material which is derogatory to the Administration, the Board, or any member thereof, or the Cazenovia Central School System.

ARTICLE XXII

INSURANCE AND BENEFITS

HEALTH INSURANCE

All bargaining unit personnel currently employed or retired from the Cazenovia Central School who are legally eligible may participate in the Regionwide Plan, Option II, health insurance program under Blue Cross/Blue Shield. The cost of coverage for those currently employed or retiring after June 30, 1990, shall be paid at the rate of ninety (90%) percent for the individual and ninety (90%) percent for family coverage. Effective January 1, 1998, the cost of coverage shall be paid at a rate of 87.5% for the individual and 87.5% for the family coverage for then current employees and for those retiring on January 1, 1998 or after. Effective June 29, 1998 the cost of coverage shall be paid at a rate of 85% for the individual and 85% for the family coverage for then current employees and for those retiring on June 29, 1998 or after. Employees who become disabled and are off the payroll will have a total premium waiver for up to one (1) year from date of removal from payroll. Any employee still disabled after one year may continue in the health plan provided s/he pays the total premium amount.

Any unit employee participating in the health plan who is excessed shall be eligible to continue in the plan for up to one (1) year from date of excessing with the first three (3) months at the same premium in effect at the time of excessing, with the final nine (9) months to be fully paid by the employee.

The rules and regulations governing the administration of this health plan shall not be changed without the agreement of the Cazenovia Central School Teachers' Association.

Unit members hired on or after 9/1/93 are not eligible for retiree health insurance benefits unless they have worked for the District for twelve (12) years or more.

Unit members who begin employment on or after July 1, 2002 are not eligible for retiree health insurance benefits unless they have worked for the District for 14 or more years.

DENTAL INSURANCE

Employees who become disabled and are off the payroll will have a total premium waiver for up to one year from date of removal from payroll.

Retirees may continue in the plan at the district rate at the time of retirement. This applies to individuals who retire on July 1, 1987, and thereafter.

The District shall contribute the following amounts per participating employee toward the cost of the dental plan:

	<u>2002/03</u>	<u>2003/04</u>
Individual	\$268	\$279
Family	\$404	\$420

The CCSTA has the option of choosing another dental plan and/or another carrier.

LONG TERM DISABILITY INSURANCE

1. The DISTRICT agrees to make annual contributions towards the cost of a group long term disability insurance policy covering all bargaining unit employees. The annual District contribution will be in the amount of \$11,195.00 in 2002/03 and \$11,643 for 2003/04. This contribution shall be utilized to pay the premium for the plan prior to receiving any amount from CCSTA.
2. The DISTRICT agrees to be administratively responsible for the completion of necessary reporting and transmittal of premium for the group long term disability insurance premium.
3. Following the exhaustion of the DISTRICT'S annual contribution, the CAZENOVIA CENTRAL SCHOOL TEACHERS' ASSOCIATION shall provide the DISTRICT, upon receipt of the bill, the additional amount necessary to pay for the group long term disability insurance premiums
4. Such group long term disability insurance coverage shall be provided through a plan and company mutually agreed upon by the DISTRICT and the CAZENOVIA CENTRAL SCHOOL TEACHERS' ASSOCIATION.
5. Coverage will commence on or about October 1, 1989, and shall provide for 60% of salary with a ninety (90) calendar day waiting period.
6. For those employees with three or more years of service with the CAZENOVIA CENTRAL SCHOOL DISTRICT and who do not have sufficient sick days to cover the ninety (90) day elimination period noted above, the DISTRICT shall provide the employee with additional sick leave days to meet the ninety (90) day waiting period. Effective July 1, 1993 each eligible unit employee shall be entitled to a lifetime maximum of 65 school year working days to be utilized for this purpose.
7. Those employees with sick leave days available to them after having met the 90 calendar day elimination period have the option of utilizing those sick days on a pro-rated basis so that they will continue to receive one hundred percent of salary during the period of disability, until the employee's sick days are exhausted.

Payments made to the disabled employee by the DISTRICT under this arrangement shall be based upon 1/12 monthly basis to coincide with the insurance company's method of payment.

EXAMPLE

Salary - \$30,000

1/12 month salary - \$2500

60% monthly UNUM Benefit - \$1500

40% month SICK DAY Proration - \$1000

MONTHLY TOTAL TO EMPLOYEE - \$2500

Explanation

If the employee had received the 40% from sick days for 3 months, the amount received from such days would be \$3,000. Sick days have a value of 1/200 of the employee's salary. At \$30,000 annual salary, a sick day value is \$150 per day. Thus, three thousand dollars would convert to 20 sick days to be deducted from the employee's accumulation.

PSYCHOLOGICAL BENEFIT

The following is included under the Blue Cross/Blue Shield major medical coverage:

1. Effective January 1, 1998 payments for treatment of mental or nervous disorders outside the hospital are covered subject to 80% of the billed charge not to exceed \$90.00 per visit with an aggregate lifetime maximum of \$50,000.

2. In-patient coverage for alcohol/drug abuse by a rehabilitative facility or hospital certified by the State of New York or approved by the Joint Commission on Accreditation of Hospitals. Coverage on in-patient services is limited to seven (7) weeks for any one period of confinement and fourteen (14) weeks in any calendar year. Coverage for out-patient services provided by the facility's staff is limited to twenty (20) treatments in a calendar year.

PRESCRIPTION DRUG CO-PAY

From July 1, 2002 - September 30, 2002 the prescription drug co-pay amounts shall be as follows:

\$0.00 - Mail Order (Zero)
\$3.00 - Generic
\$6.00 - Brand Name

Effective October 1, 2002, the prescription drug co-pay amounts shall be as follows:

\$3.00 - Mail Order
\$6.00 - Generic
\$9.00 - Brand Name

All available maintenance drugs must be filled through mail order process after the first 34 day prescription.

MAJOR MEDICAL

Major Medical has a \$2,000,000 lifetime maximum benefit.

DEPENDENT COVERAGE

An enrollee who has dependent coverage and dies shall have continued dependent coverage for up to 6 months following the month of the death without cost to the dependent, provided the dependent has completed a health insurance re-certification form within 3 months of the death of the enrollee. This provision applies to employees in active service on and after July 1, 2002 and to retirees who have retired on or after July 1, 2002.

If the deceased enrollee had completed 10 years of active service, survivors will be eligible to continue coverage in the Program by monthly payments of the total applicable premium and

a surviving spouse may continue such coverage until he or she remarries. Surviving children may be covered as long as they otherwise meet the definition of dependent child.

MILITARY SERVICE

A unit employee who is called upon to perform active duty in the military service shall be entitled to receive health insurance benefits for up to 6 months per year while actually on leave for such duty. The employee shall be responsible for his/her share of any health insurance premium due on the same basis as if he/she was actively employed.

EMPLOYEE ASSISTANCE PLAN

The District shall no longer be required to provide unit members of the CCSTA with an employee assistance plan as of July 1, 2002.

ARTICLE XXIII

PERSONAL INJURY

- A. In those instances where an injury is determined to be compensable as a line of duty injury, the teacher will suffer no loss of pay or sick leave time, and the District will continue to pay the teacher the regular salary and benefits for the maximum of one hundred twenty (120) days.

In the case of an award, or third party settlement, loss of wages and/or medical expenses paid to the teacher by the District and included in such settlement or award, shall be reimbursed to the District. Any lump sum settlement or award for permanent injury, or damages other than such loss of wages and/or medical expenses shall not be transferred to the Board.

- B. Absences due to occupational diseases as defined by Section 3, Subsection 2 of the New York State Workmen's Compensation Law shall not be charged against a teacher's accumulated sick leave provided that a Workmen's Compensation claim has been filed. In compensation cases resulting from such illness, the weekly allowance paid the teacher under Workmen's Compensation will be transferred to the District.

ARTICLE XXIV

EDUCATIONAL ADVISORY COUNCIL

The Educational Advisory Council shall have the responsibility to (1) develop and review the forms and criteria for evaluation, (2) advise and consent regarding in-service programs and (3) develop the criteria and forms for and recommend recipients for summer grants to the Board of Education for final approval.

Whenever the Council deems it necessary, it shall be empowered to appoint a committee to make a detailed study of any proposal. The Board of Education shall assume the responsibility of responding to the Council's recommendations through the Superintendent of Schools within sixty (60) days from their presentation of the recommendations to the Board.

The initial meeting of the EAC shall be scheduled by the Superintendent of Schools before the end of September each year. The committee shall elect a chairperson. The position of chairperson shall alternate each year between the administration and the teachers. The chairperson shall establish a calendar to include at least five (5) meetings during the school year. Roberts Rules of Order will be standard operating procedure.

The expenses of the EAC and any of its appointed committees shall be approved by the Superintendent of Schools before any funds are expended. This council will normally hold its meeting after regular school hours.

The EAC shall have an equal voting structure with five (5) members represented by the association and five (5) members represented by the administration. In the event of a tie vote, an explanatory report will be presented to the Board.

ARTICLE XXV

INSERVICE/PROFESSIONAL IMPROVEMENT/GRANTS

I. Inservice Credit

Definition: Inservice credit shall be defined as credit which is first accepted and approved by the Superintendent of Schools and which is offered by an accredited institution, the State Education Department, school district or any other program approved by the Board of Education for credit toward salary increments or payment in the manner described in the ensuing paragraphs.

- A. Prior to November 1 of each school year or at other times as may be required, the district will conduct a survey to ascertain the types of inservice education training programs most desired by the professional staff. If at least ten (10) or more teachers request and participate in the specific programs offered, the district will provide three (3) fifteen hour, or the equivalent of, inservice programs for the school year.
- B. Based upon the survey, the inservice training program(s) to be conducted will be reviewed and approved by the EAC.
- C. Inservice credit will be awarded individually to any participating teacher who satisfactorily completes each of the following requirements:
 1. Must be in attendance at least eighty (80%) percent of class time.
 2. Must complete and submit to the inservice program administrator within ten (10) school days of the completed course a brief evaluation form as designed by EAC.
- D. Inservice credit shall be granted according to the following schedule:
 1. Inservice credit for fifteen (15) clock hours of instruction within a school year. No inservice program can be considered unless it meets for a minimum of fifteen (15) clock hours.
 2. **A maximum of ten (10) inservice credit hours may be accumulated for salary increments for every block as described below:

a)	B.A. degree to B.A. +30 hours	<u>20 + 10</u>
b)	B.A. +30 hours to B.A. +60 hours	<u>20 + 10</u>
c)	B.A. +60 hours to B.A. +90 hours	
d)	B.A. +90 hours to B.A. +102 hours	
 3. **The remaining twenty (20) hours in each block must be approved college courses. Approved college courses will be those courses which relate to methodology or educational philosophy appropriate to the teaching field or related to the participant's major subject field of teaching, and approved by the Superintendent of Schools.

4. Those employees who are not eligible for salary credit (or who choose not to apply for such credit)** shall be remunerated for each inservice credit in accordance with the following schedule:

<u>2002/03</u>	<u>2003/04</u>
\$362	\$376

- E. Teachers attending in-service courses outside the Cazenovia Central School District will be granted credit according to the aforementioned schedule provided the course meets the requirements as set forth in Paragraph C. A written statement of attendance signed by the instructor (or some other appropriate school official) must accompany the written evaluation before the granting of credit will be considered.

II. PROFESSIONAL DAYS

- A. The Board recognizes the educational value of attendance at professional conferences and workshops, and will budget reasonable funds for:

1. Visitation to other schools for professional observation, unless a teacher is not acting as a representative of the school.
 - a) Teachers who propose visitation to other schools for professional observation should make requests at least five (5) days in advance for approval by the building principal.
 - b) A written report should be made available to the building principal within five (5) days and made available to teachers affected.
2. Attendance at professional workshops or conferences outside of the Cazenovia School District.
 - a) The Board will pay the reasonable expenses (including fees, meals and lodging) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions. The Board will pay each teacher his regular salary while absent in connection with attendance at such Professional Days and will also pay substitutes' salaries thus necessitated. The mileage rate for authorized use of a personal car shall be based on the published I.R.S. rate. Future adjustments to this rate will be effective on the publication date of any change.
 - b) Advance approval by the Superintendent of Schools is required.
 - c) Any Cazenovia Central School teacher who becomes an officer of any state or national educational organizations which have been regularly attended by an Association member will be allowed to attend official conferences and workshops provided thirty (30) days advance notice (emergencies excepted) is given to the Superintendent of Schools.
 - d) A written report should be made to the building principal and be made available to the teachers affected.

- B. When the situation demands, and at the discretion of the Superintendent of Schools, the Board will grant permission to an employee to leave the school prior to the end of the school year for the purpose of professional improvements (summer institutes, grants, fellowships, etc.).

III. **SUMMER GRANTS

Summer grants shall be provided for curriculum development and/or revision, graduate work, study, travel, or other educationally sound purposes.

Eligibility: Applicants shall be certified employees.

Length: Summer grants shall be given for any length of time not to exceed eight (8) weeks during any one summer.

If a program is presented that is longer than one (1) summer, a teacher may be granted a multiple summer program not to exceed three (3) summers.

Quota: There shall be no numerical quota on the number of grants which may be provided; however, the Board agrees to expend the amounts shown below each summer for these grants.

2002/03
\$16,147

2003/04
\$16,147

Proposals for summer work, applications and screening of same shall be processed through the E.A.C. for recommendations to the Board of Education. Applications for summer grants shall be made to the E.A.C. by April 15, with approval by the Board by June 1.

IV. TUITION REIMBURSEMENT POLICY

- A. Each year the district will allocate funds to be expended by bargaining unit members for tuition reimbursements according to the following schedule. To be eligible, a member must have been given tenure in the district.***Part time unit employees must have completed the equivalent of three years of full time service. Their tuition reimbursement begins with the first day of their fourth year of school teaching.

***In the case of registered nurses, they must have completed three years in the district to be eligible to participate.

2002/03
\$14,554.

2003/04
\$15,136.

- B. Notice of intent to seek this reimbursement should be submitted to the Superintendent of Schools in writing. Notification of reimbursement for first course requests will be made by the Superintendent of Schools within two (2) weeks of receipt of the application.
- C. Reimbursements for first course requests shall be made according to earliest dates posted in the Superintendent of School's office. Additional course reimbursements shall be made only after all other applicants have been paid.
- D. Reimbursement for second courses will be based upon seniority within the District and will be paid at the end of the year to the extent of remaining funds.

RULES:

1. Notification of reimbursement or disapproval shall be given according to the above schedule or earlier if possible.
2. The district shall continue to consider requests until such time as the full annual allocation has been expended.
3. Any disapproval shall be accompanied by a written rationale.
4. All reimbursements shall be made to the teacher at the first accounts payable (general fund) after course completion and tuition cost verification. Requests must be made by the first (1st) day of the month in order to receive payment within the same month.
5. Courses for which tuition reimbursement is available shall be from accredited institutions.
6. The following courses shall receive approval:
 - a) all education courses
 - b) social science courses
 - c) courses in the subject area taught by the teachers
 - d) academic courses relating to the general subject area taught by the teacher
 - e) skill courses related to the teacher's job
7. Teachers may apply for tuition reimbursement for courses other than those listed above. However, applicants whose courses meet the automatic approval criteria shall receive reimbursement first. Further, such course approval is subject to discretionary approval by the Superintendent of Schools.
8. A list of tuition reimbursement approvals and course titles shall be sent to the Association President.
9. Any unexpended tuition reimbursement funds shall be used for approved summer curriculum work performed by bargaining unit employees. Teachers may apply for such funds by submitting proposals to the Superintendent of Schools by no later than June 1. The above Agreement does not preclude the district from adding to these funds for the purpose of curriculum development.

- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit, shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted, and the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon the request or authorization of the aggrieved party, the time limits set forth herein may be reduced prorata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section V - Processing Grievances

5.1 Stage 1: Supervisor

- a) A teacher having a grievance will discuss it with the supervisor, either directly or through a representative, with the objective of resolving the matter informally.

The supervisor may confer with all parties in interest, and will render an informal decision within five (5) days. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within five (5) school days, of decision in 1 (a). Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teacher, the representative and the Association.

5.2 Stage 2: Chief Executive Officer

- a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher may within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c) Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or his representative and all other parties of interest.
- d) The Chief Executive Officer shall render a decision in writing to the teacher, the grievance Committee and its representative within ten (10) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a) If the teacher and Association are not satisfied with the decision at Stage 2, the grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- b) Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c) Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4 Stage 4: Arbitration

- a) After such hearing, if the teacher and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit a demand to the American Arbitration Association within fifteen (15) school days, of the decision at Stage 3.
- b) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- c) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, not add to, subtract from, or modify any provision of this Agreement.
- d) The decision of the arbitrator shall be final and binding upon all parties.
- e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

ARTICLE XXVII

PART-TIME TEACHERS**

- A. **DEFINITION:** Teachers will be considered as part-time teachers if they are appointed as a regular employee for any fractional part of the school week or year during the regular school year. Those individuals appointed only as summer school teachers, coaches, extra-curricular advisors, ticket takers, chaperons or others paid on an hourly basis, shall not be covered by this article. The percentage upon which certain benefits are based will be determined as follows:

1. The percentage for a teacher in grades K-6 shall be proportionate to that part of the full school week for which he/she is employed.
2. The percentage for a teacher in grades 7-12 shall be based upon sixteen and two thirds (16-2/3%) percent for each consecutive period of a school day for which he/she is employed. (Period defined as a single 40 minute period, not an 80 minute block).

- B. **EVALUATION:** Part-time teachers will be evaluated as stated in Article XI.

- C. **TENURE:** Years of service with part-time employment as a teacher in grades K-12 are not given consideration toward granting tenure.

- D. **LEAVES:** Article VI will apply to all part-time teachers with the following exceptions:

PERSONAL AND FAMILY LEAVE: For each school year, part-time teachers will be allowed twenty (20) pro-rated days, four (4) of which may be used for personal leave. A pro-rated day is defined to be the same proportion of a day as specified in Section A of this article.

Days are accumulative to two hundred twenty (220) days.

- E. **HEALTH, DENTAL AND DISABILITY INSURANCE:**

Part time teachers will be eligible for health, dental and disability insurance benefits as stated in Article XXII.

Half time or less employees shall receive health insurance at 50% of the premium. Those part time employees who work more than half time shall receive benefits in the same proportion as their employment, up to 85%. Any part time employee prior to July 1, 2002 is grandfathered at his/her rate but not to exceed 85%.

Half time or less employees shall receive half of the District's contribution to dental insurance. Those part-time employees who work more than half time shall receive District contribution in the same proportion as their employment.

All part-time employees shall be covered by the District's long term disability insurance on the same basis as full time employees, as per the provisions of the insurance and the contract language in Article XXII of this contract.

F. SALARY:

1. Part-time teachers shall receive the percentage (as determined in Section A of this article) of the salary commensurate with their years of experience and education. Newly hired teachers shall be credited with at least their first ten (10) years of teaching experience. For longevity purposes as a part time teacher, each year of part-time employment will be considered as a full year of service in determining the proper step on the salary schedule.
2. A part-time teacher who is subsequently employed full time shall receive full credit for each year of prior full-time teaching. Credit for part-time teaching will prorated at the rate of two hundred (200) days per year.

G. BOCES Itinerants

Effective July 1, 1997 any part time position within the unit may be filled by a BOCES itinerant. Those part time employees currently on staff at the time of this agreement shall not be reduced or replaced by a BOCES itinerant or caused in any way to be reduced in rank, seniority, salary or status as a result of this provision.

Article XXVIII Long Term Substitutes

Those substitutes who work twenty or more school days continuously, in the same position for an absent unit employee shall, commencing with the 21st day of substitute employment, be placed on the proper step of the salary schedule and paid 1/200 of such salary for each day of service. Newly hired Long Term Substitutes shall be credited with at least their first ten (10) years of teaching experience. Absences by the substitute employee during the initial twenty (20) day period do not count toward the twenty days but neither do they interrupt the count. In the event that the substitute continues to be employed in the same position for one full semester or 90 consecutive school days, the substitute shall be reimbursed the difference between the substitute per diem rate of pay and one two hundredths of the contract rate for those first twenty (20) days.

Part time long term substitutes shall have their salaries and benefits pro-rated to their percentage of Full Time Equivalent appointment. Health Insurance for part time long-term substitutes shall be pro-rated according to Article XXVII of this contract.

Those substitutes who are appointed to substitute for the same person for a term of one full semester or 90 consecutive days or longer but less than a full school year shall be paid at 1/200th of their prescribed contract rate from their first day of employment in that substitute position.

When it is known that a unit employee will be absent for the full school year and a substitute is hired, the substitute employee shall be placed on the proper step of the salary schedule and receive wages no different than if she/he were employed permanently.

All long term substitutes described above in paragraph 3 shall receive all contractual benefits. If the individual is hired for an anticipated period of at least six months of continuous employment for an absent unit member or completes six months of continuous services substituting for a unit member out on leave of undetermined time, then the substitute shall be covered by the District's health, dental and disability insurance on the same basis as permanent employees.

Term substitutes as described in paragraph one shall receive paid leave days pro-rated at two days per month, commencing with the 21st day of employment. Term Substitutes shall be fully credited upon initial employment for those substitutes whose length of employment is known to be one semester (90 school days) or more.

Teaching Assistants employed at Cazenovia Central School District granted leaves of absence to assume term teaching vacancies at Cazenovia Central School District shall be treated as continuous employees and shall receive all benefits as they had as a teaching assistant, as long as they are employed in the term vacancy. Teaching Assistants granted leaves to substitute for teachers at Cazenovia Central shall be paid as described in the first three paragraphs of this article. If the term vacancy ends before the teaching assistant returns to his or her position as a teaching assistant, then he or she may continue to carry the District's health benefits at his/her own expense. However, the teaching assistant shall be entitled to resume his/her former position as teaching assistant without any interruption of pay or benefits.